

06-17-2002

Form I TO 1595

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Docket No. **REGEN1510-1**

To the Honorable Commissioner for Patents &

102124312

original documents or copy thereof.

1. Name of Conveying party(ies):

a. **Roger Y. Tsien**

6.7.02

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving Party(ies)

Name: Howard Hughes Medical Center

Internal Address: _____

Street Address: 310 Cellular and Molecular Medicine West
9500 Gilman Drive

City: San Diego State: California Zip: 92093-0647

Additional name(s) & address(es) attached?

Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of name
 Other _____

Execution Date: a. 03/28/02

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/044,486

B. Patent No.(s)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lisa A. Haile, J.D., Ph.D.
GRAY CARY WARE & FREIDENRICH LLP

Street Address 4365 Executive Drive, Suite 1100

City: San Diego State: CA Zip: 92121

6. Total number of Applications and patents involved:

7. Total fee (37 CFR 3.41) **\$ 40.00**

: Enclosed
 : Authorized to charge the recordation fee or any underpayment to deposit account.

8. Deposit account Number: 50-1355

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lisa A. Haile, J.D., Ph.D.

Name of Person Signing
Registration No. 38,347

Lisa A. Haile
Signature

May 31, 2002
Date

Total number of pages including cover sheet, attachments, and document: 4

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PATENT
REEL: 012981 FRAME: 0908

ASSIGNMENT

This Assignment is made by ROGER Y. TSIEN ("Inventor") to HOWARD HUGHES MEDICAL INSTITUTE, a Delaware not-for-profit corporation (the "Institute").

RECITALS

Inventor is an employee of the Institute and, as a condition of his employment, has signed the Agreement appended to the Institute's Statement of Policy on Intellectual Property (the "Intellectual Property Agreement").

Pursuant to the Intellectual Property Agreement, the Inventor has agreed (a) to assign to the Institute all rights he may acquire in any invention, discovery, improvement, or other intellectual property, whether or not patentable or copyrightable, developed directly or indirectly as a result of a program of research financed by Institute funds or by funds under the control of the Institute (each a "subject property") and (b) to execute any agreements that may be desired by the Institute in connection with such assignment.

Inventor has invented a new and useful invention entitled BETA-LACTAMASE SUBSTRATES HAVING PHENOLIC ETHERS (the "Invention") for which an application for United States Letters Patent was filed on January 11, 2002, in the United States Patent and Trademark Office and assigned U.S. Serial No. 10/044,486 and identified as Attorney Docket No. REGEN1510-1.

Inventor seeks to make a formal assignment of his interest in the Invention to the Institute, and the Institute desires the execution of a formal assignment of all of Inventor's right, title and interest in the Invention.

1. Assignment. In consideration of the promises contained in and the acts performed and to be performed pursuant to the Intellectual Property Agreement and of other good and valuable consideration, the receipt of which is hereby acknowledged by Inventor, the Inventor hereby assigns to the Institute the entire right, title, and interest in the Invention, all corresponding foreign patent applications, and any and all patents issued therefrom, all divisions and continuations based on any of the foregoing, and all claims contained in the United States and foreign continuations-in-part applications and patents which are directed to the Invention.

2. Cooperation. Inventor agrees to execute upon request such further assignments, documents, and other instruments as may be necessary or desirable fully and completely to assign the Inventor's interest in the Invention to the Institute and to assist the Institute in applying for, obtaining, and enforcing patents, copyrights, or other rights in the United States and in any foreign country with respect to any such Invention.

3. Parties. The terms and provisions of this Agreement shall inure to the benefit of the Institute and its successors and assigns and shall be binding on the Inventor and his heirs and successors.

4. Warranty. The Inventor warrants and represents that he has not entered into any assignment, contract, or understanding in conflict herewith.

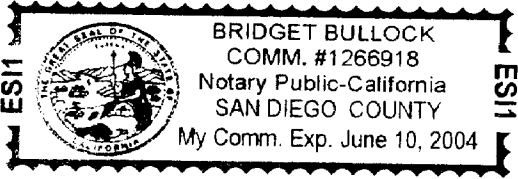
Date: March 28, 2002

Inventor: 
ROGER Y. TSIEN

STATE OF CALIFORNIA)
)ss.
COUNTY OF SAN DIEGO)

On March 28, 2002, before me, the undersigned Notary Public,
personally appeared Ruben Isien, personally known to me to be the person
whose name is subscribed to within instrument, and acknowledged to me that he executed the
same in his capacity, and that his signature on the instrument the person, or the entity upon
behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.



Bridget Bullock
Notary Public in and for said
County and State